

## REMARKS

### I. STATUS OF THE SPECIFICATION

Applicant respectfully submits an amendment to paragraph [0066] of the specification in order to correct an inadvertently submitted typographical error. Applicant respectfully requests entry of the amendment to the specification.

### II. STATUS OF THE CLAIMS

Claims 1-24 are pending in the present Application. By the present amendment, claims 1, 6, 8, 9, 14, 16, 17, 18, 22, and 24 have been amended. No new matter is involved.

In the Office Action, claims 1-24 are rejected under 35 U.S.C. § 102(e) (hereinafter, “Section 102(e)”) as being anticipated by U.S. Pat. Pub. No. 2002/0083432 to Souissi et al. (hereinafter “Souissi”).

Claims 1, 9, and 17 are rejected under Section 102(e) as being anticipated by U.S. Pat. No. 6,690,655 to Miner et al. (hereinafter “Miner”).

Applicant respectfully traverses all rejections and requests reconsideration of the subject application as amended herein.

### III. REJECTIONS UNDER SECTION 102(e), SOUSSI

Claims 1-24 are rejected under Section 102(e) as being allegedly anticipated by Souissi. Applicant respectfully submits that the amended independent claims 1, 9 and 17 are novel as they are not anticipated by Souissi. The cited reference does not teach each and every element of these claims.

#### A. CLAIMS 1, 9 AND 17

By the present amendment, Claims 1, 9 and 17 have been amended to more clearly

claim the embodiments of the Applicant's invention. In particular, Claim 1 has been amended to recite in part "A system for software maintenance of a network access device... software loading apparatus for automatically loading second software through said network for replacing said first software *without manual maintenance by a user such that the access point device is self-maintaining.*" (emphasis added). Claim 17 has been similarly amended to recite that the second software is loaded "*without manual maintenance by a user such that the access point device is self-maintaining*". Claim 9 has also been amended to recite in part "A method of maintaining software on a communication network access device, said method comprising:... (b) *periodically checking* availability of a second device management software; and (c) *automatically loading* the second device management software...such that *the device is self-maintaining.*" (emphasis added).

Support for the amendments can be found in Applicant's specification in paragraphs [0020], [0023], [0030] and [0031] where it is "an object of the present invention to provide a system for maintaining access point devices in a communication network", "which can automatically update itself", "providing self-maintaining access points", "programmed to periodically do a software check".

#### SOUSSI

Soussi is directed to reconfiguration of wireless radio frequency modems using software downloaded over-the-air by an attached host computing device. (See par. [0002]). The user must authorize the operating software update to cause the RF modem to be reconfigured. If the user declines the operating software update at step 450 the RF modem continues to operate using its original operating software. If the user authorizes the operating software update at step 450, the operating software update is automatically downloaded via the RF modem to the host computer. (See par. [0034]).

The elements of claims 1, 9 and 17 recited above, distinguish Applicant's claims from Souissi. As required in claims 1 and 17, the second software for replacing the first software is loaded "without manual maintenance by a user such that the access point device is self-maintaining". Souissi, in particular, fails to provide for the loading without manual maintenance by a user since it requires that the user MUST authorize the software update (See Souissi, par. [0034]). As such, Souissi teaches away from the "self maintaining" feature of Applicant's claims, by mandating user interaction for the maintenance. The user in Souissi must either accept or decline the update before any update may occur as shown in Fig. 4, step 450, and preferably by a return email to the manufacturer, (see par. [0035]). Such prerequisite actions by the user, require manual maintenance by a user, which is in direct contrast to the requirements of claims 1 and 17. Applicant's claims 1 and 17, as amended, are not anticipated by Souissi for failing to disclose all the required limitations of the claims.

Furthermore, claim 17 is not anticipated by Souissi for failure to teach "user *authorization* server apparatus for authorizing a mobile user to *access the communication network* through said access point device and said source network" (emphasis added). Applicant has reviewed the Examiner's cited sections in Souissi of pars. [0033]-[0034] and Fig. 4, and does not understand Souissi to teach or suggest the limitations of claim 17. Souissi is concerned with a user providing authorization for reconfiguration of a device and does not teach authorizing a user to "access the communication network through said access point device and said source network". At most, the cited paragraphs discuss notifying the user through e-mail of an operating software update and then requiring the user to authorize or decline the operating software update. As such, a user authorizing software update does not anticipate authorizing a user to access the communication network. Therefore, Souissi

does not teach or suggest the user authorization server apparatus of claim 17 along with its other required elements.

Similarly, amended claim 9 requires “periodically checking availability of second device management software; and automatically loading the second device management software...such that the device is self-maintaining.” Souissi nowhere discloses the method step of “periodically checking availability of a second device management software”, rather Souissi describes a notification is sent to a user of a software update, which Applicant does not believe to be the same step. Further, claim 9 recites “automatically loading the second software...such that the device is self-maintaining”. Again, as with claims 1 and 17, Souissi fails to provide for “self-maintaining” of the access devices since user authorization is required in Souissi. This further teaches away from “automatically loading” of the software in the claim since Souissi provides for the user’s ability to decline the reconfiguration even if an update exists. As such, Souissi fails to anticipate amended claim 9 for failure to teach all required elements of the claim.

Accordingly, amended claims 1, 9 and 17 are believed to be allowable over Souissi and Applicant respectfully requests withdrawal of the rejection under Section 102(b).

**B. DEPENDENT CLAIMS 2-8, 10-16, 18-24**

Claim 2-8, depend directly or indirectly on claim 1 and thereby includes all the limitations of amended claim 1, along with additional limitations. Claim 10-16, depend directly or indirectly on claim 9 and thereby includes all the limitations of amended claim 9, along with additional limitations. Claim 18-24, depend directly or indirectly on claim 17 and thereby includes all the limitations of amended claim 17, along with additional limitations.

In particular, claims 6 and 8, have been amended to recite “automatically performing said checking and said loading *at a predetermined time*” and “said loading is performed automatically *at a predetermined time*.<sup>1</sup>” As mentioned above, automatically performing the loading in Applicant’s claim 1 is done “without manual maintenance by a user”, which is in contrast to the teachings of Souissi where a user must manually decline or accept the update. The automatic downloading in Souissi is only upon the user manually authorizing the update by preferably returning an email. As such, the limitations of automatic loading “without manual maintenance by a user such that the access point device is self-maintaining” in claims 6 and 8 are not anticipated by Souissi. Furthermore, there is no teaching or suggestion of a “predetermined time” for performing the checking and the loading in Souissi. Applicant respectfully requests Examiner to point out the specific language in paragraph [0035] that shows the “predetermined time”. Neither does blocks 450 and 490 in FIG. 4 of Souissi teach a “predetermined time” and only shows a step of returning an email to accept or decline an update. Therefore, it is believed that Souissi fails to provide for the required limitations of amended claims 6 and 8. Similarly, claims 14, 16, 22, and 24, have been amended to recite that the loading is performed automatically “at a predetermined time”. As such, these claims are believed allowable for the same reasons.

Accordingly, claims 2-8, 10-16 and 18-24 are believed to be allowable for at least the same reasons as amended claims 1, 9 and 17. Applicant respectfully requests withdrawal of the rejections of claims 1-24 under Section 102(e).

#### IV. REJECTIONS UNDER SECTION 102(e), MINER

Claims 1, 9, and 17 are rejected under Section 102(e) as being allegedly anticipated by Miner. Applicant respectfully submits that claims 1, 9 and 17 are novel as they are not anticipated by Miner for failure to teach each and every element of these claims.

Applicant respectfully traverses the Examiner's contention that Miner anticipates claims 1, 9 and 17 for the following reasons.

Amended claims 1 and 9 require "automatically loading a second software through the network for replacing said first software"..."such that the device is self-maintaining". Miner however, does not teach this language and instead describes the RIU registering with the network control facility, which may include obtaining software updates from the network control facility. There is no further discussion characterizing the software update in Miner and as such there is no teaching that there is "automatically loading a second software" "such that the device is self-maintaining". Miner does not provide for all the limitations of claims 1 and 9 and therefore does not anticipate the claims.

Moreover, claim 9 recites the method step of "periodically checking availability of a second...software". Such limitation is not taught in Miner. A software update may occur in Miner where the RIU obtains an update. However, the programmed step of "periodically checking availability" is not the equivalent of obtaining an update. As such, Miner further fails to teach all the claim limitations of amended claim 9.

With regard to claim 17, Miner also fails to teach or suggest "user *authorization* server apparatus for authorizing a mobile user to *access the communication network* through said access point device and said source network" (emphasis added). Claim 17 is particularly directed to a user authorization server for authorizing users to access the communication network. In contrast, Miner does not teach these elements of claim 17 of a "user

*authorization server.”* Applicant respectfully disagrees with Examiner’s assertions that, FIG. 6, col.17:60 – col.18:11, block 603; col.18:43-61, block 613 of Miner disclose such claim element on the following grounds:

- Col.17:60 – col.18:11 and block 603 of FIG. 6 of Miner expressly describe receipt of “user information intended for the remote interface.” Col.17:60 – col.18:11 further explain, upon receipt of the user information, the system follows different routes depending on the mode of the remote interface unit (RIU) – low power, standby mode or active mode. Nowhere does Miner disclose “authorizing a mobile user to access the communication network”. Rather, Miner discusses determining the mode of the RIU and commands to instruct the RIU to transition to active mode.
- Furthermore, col.18:43-61, block 613 of FIG. 6 of Miner also fails to teach a “user authorization server apparatus for authorizing” “a user to access the communication network”. In particular, Miner teaches that, upon the receipt of acknowledgement from the RIU, “the network control facility communicates (613) user information packets to the RIU over the high speed, primary downstream channel and, if applicable, receives user information packets from the RIU over the upstream channel (i.e., processes the communication).” “The user information packets . . . preferably include an identification code or address of the RIU to enable the RIU to distinguish its user information packets from other information packets communicated over the primary downstream channel.” (See col.18:51-56 of Miner.) Miner expressly describes a system that allows selectively communicating and receiving user information packets, which include information to distinguish *its user information packets from other information*

*packets.* Thus, Miner does NOT teach “authorizing a mobile user to access the communication network...” but rather provides a system for distinguishing its user information packets from other information packets which involves no authorization for access.

Accordingly, Miner discloses neither directly or inherently the elements of amended claims 1, 9 and 17. Thus, claims 1, 9 and 17 are believed to be novel in light of Miner and Applicant respectfully requests withdrawal of the rejection of the claims under Section 102(e).

#### V. CONCLUSION

The above-discussed remarks are believed to place the present Application in condition for allowance. Should the Examiner have any questions regarding the above amendments, the Examiner is requested to telephone Applicant’s representative at the number listed below.

Respectfully submitted,

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/Otto O. Lee/

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